

TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: October 18, 2005

SUBJECT: Technical Services Agreement for Advanced Life Support Medical Direction

I. RECOMMENDED ACTION

Approve and authorize the Mayor to sign the two-year Technical Services Agreement (Exhibit A) for Advanced Life Support Medical Direction.

II. DEPARTMENT CONTACT PERSON

Tim Fuller, Fire Chief – (425) 556-2202
Deb Ayrs, Deputy Fire Chief – (425) 556-2203
Loren Charlston, Deputy Fire Chief – (425) 556-2205

III. DESCRIPTION

All emergency medical services personnel providing advanced life support (ALS) services supported directly or indirectly by King County funds must be trained and certified as defined in RCW 18.71. Each agency providing emergency medical services must adhere to standards of medical care for the triage, treatment, and transport of patients and must provide such care under the authorization of a King County Medical Program Director (Contractor) or a delegate physician pursuant to RCW 18.71.210 and 18.71.215. Dr. Adrian Whorton has agreed to assume this valuable program administration.

The Parties understand that the Contractor has professional liability insurance through King County covering the Contractor's acts, errors or omissions as medical program director. The Contractor agrees to maintain said insurance in full force and effect during performance of all work pursuant to this Agreement. The Contractor shall not cancel said insurance without giving thirty (30) days advance written notice to the City. A certificate or other evidence of coverage acceptable to the City shall be delivered to the City within fifteen (15) days of execution of this Agreement.

IV. IMPACT

This is a two-year renewable contract of \$40,000 in 2006 with and Seattle-Tacoma CPI-W increase in 2007.

V. ALTERNATIVES

1. Authorize the Mayor to sign the Technical Services Agreement for Advanced Life Support Medical Direction
2. Do not approve the agreement; the city would not be in compliance with state law requiring that the City be under the authorization of a medical director as an ALS service provider.

VI. LIST OF ATTACHMENTS

Exhibit A: Technical Services Agreement for Advanced Life Support Medical Direction

/s/ Tim Fuller, Fire Chief

Date: September 21, 2005

Approved for Council Agenda: /s/ Rosemarie Ives, Mayor

Date: September 22, 2005

**AGREEMENT FOR TECHNICAL SERVICES
BETWEEN
THE CITY OF REDMOND AND ADRIAN WHORTON, M.D.**

This agreement for technical services ("Agreement") is hereby entered into as of this ____ day of _____, 2005 by the City of Redmond ("Redmond") and Adrian Whorton, M.D. ("the Contractor").

RECITALS

WHEREAS, Redmond is undertaking certain activities necessary to provide a Fire-Based Advanced Life Support Medical Service; and

WHEREAS, Redmond desires to engage the Contractor to render certain technical advice in connection with such undertakings in order to assure the highest possible quality of paramedic and related medical services; and

WHEREAS, the Contractor is a highly qualified professional who has been designated by the county as qualified and willing and able to timely perform the services desired by Redmond; and

NOW, THEREFORE, Redmond and the Contractor ("the Parties") hereby do agree as follows:

TERMS

Section 1. Scope of Services. The Contractor's title shall be Medical Program Director. The Contractor shall:

- 1.1 Report to the Fire Chief or designees regarding services relevant to this Agreement.
- 1.2 Meet with said Fire Chief or respective designees at least monthly to provide program, performance, and system feedback regarding Redmond's provision of emergency medical services.
- 1.3 Review emergency medical calls and recommend to the Fire Chief improvements regarding Redmond's emergency medical services system.
- 1.4 Supervise and review results of paramedic training and approve certification and re-certification in accordance with applicable state regulations and approved standard operating procedures.
- 1.5 Evaluate paramedic performance and recommend to the Fire Chief any necessary formal disciplinary or corrective action, including retraining, disciplinary measures, and termination; and at the request of the Fire Chief and/or the Medical Services Administrator, provide input in the hiring process.
- 1.6 Direct, personally and by delegating to other Evergreen Hospital physicians with special knowledge in emergency care who are available 24 hours a day, on the radio and/or by using other communications devices, paramedic activities related to patient care at the scene of medical emergencies.
- 1.7 Perform the duties specified hereunder in accordance with applicable state regulations.
- 1.8 Exercise final authority over paramedics and other agents of Redmond while performing emergency medical services, and may suspend a paramedic from providing medical treatment under the Contractor's license. PROVIDED, that nothing in this agreement shall limit or diminish the ultimate administrative authority of Redmond's Fire Chief.

Section 2. Delegation of Duties. Whenever the Contractor is absent from the area for a period longer than four weeks and/or is unavailable to perform the duties and responsibilities of this Agreement, the Contractor shall formally appoint a qualified replacement ("the Replacement") to assume and perform the contractual duties and responsibilities during said absence. The Contractor shall advise the Redmond Fire Chief and the Medical Services Administrator or their respective designees of the Replacement's name and qualifications prior to commencement of the Contractor's unavailable status. Appointment of the Replacement shall be subject to approval by the Redmond Fire Chief or designees. The Replacement shall, prior to performing any of the services specified hereunder, agree in writing to abide by all provisions of this Agreement. The Contractor shall be exclusively responsible for compensating the Replacement for services provided hereunder, and no additional compensation shall be provided by Redmond for services performed by the Replacement.

Section 3. Time of Performance; Termination. This Agreement shall become effective for a period of two (2) full years commencing January 1, 2006, unless earlier terminated by either the Contractor or Redmond, giving the other a minimum of ninety (90) days advance written notice of intention to terminate on the date specified for termination in the written notice.

Section 4. Compensation. During the calendar year 2006, Redmond shall pay the Contractor \$3,333.00 by the 15th day of each month (for a total of \$40,000.00 annually) for the previous month's service in full compensation for performing the services specified herein. For the year 2007, the monthly payment shall be increased over the 2006 monthly payment amount by the increase, if any, in the Consumer Price Index – Urban Wage Earners and Clerical Workers ("the CPI-W") for the Seattle-Tacoma-Bremerton area, as published by the U.S. Department of Labor – Bureau of Labor Statistics, during the calendar year 2006.

Section 5. Hold Harmless Agreement.

A. The Parties specifically acknowledge and adopt by reference RCW 18.71.210 and RCW 18.71.215, as now exist or may hereafter be amended. The Contractor's covenant to protect, indemnify, and hold harmless the City of Redmond as contained in Section 5(B) of this Agreement extends only to potential and actual liability for acts and omissions excluded from coverage and protection under RCW 18.71.210 and RCW 18.71.215.

B. For acts and omissions excluded from coverage and protection under RCW 18.71.210 and RCW 18.71.215, the Contractor agrees to protect, indemnify, and save Redmond, its officers, agents, and employees harmless from and against any and all injury or damage to Redmond or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the fault of the Contractor, his agents, employees, representatives, or subcontractors. The Contractor specifically promises to indemnify Redmond against claims or suits brought under Title 51 RCW by his employees or subcontractors and waives any immunity that the Contractor may have under that title with respect to Redmond. The Contractor further agrees to fully indemnify Redmond from and against any and all costs of defending any such claim or demand to the end that Redmond is held harmless therefrom. This section shall not apply to damages or claims resulting from the sole negligence of Redmond, in which event the laws of the State of Washington shall govern the Parties' respective liabilities.

Section 6. Insurance. The Parties understand that the Contractor has professional liability insurance through King County covering the Contractor's acts, errors or omissions as medical program director. The Contractor agrees to maintain said insurance in full force and effect during performance of all work pursuant to this Agreement. The Contractor shall not cancel said insurance without giving thirty (30) days advance written notice to the City. A certificate or other evidence of coverage acceptable to the City shall be delivered to the City within fifteen (15) days of execution of this Agreement.

Section 7. Independent Contractor Status Established. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, or representative of the Contractor shall be deemed to be an agent, employee, or representative of Redmond for any purpose, and no agent, employee, or representative of Redmond shall be deemed to be an agent, employee, or

representative of the Contractor for any purpose. The Contractor shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this Agreement.

Section 8. Integration. The entire agreement between the Parties shall consist of this contract document. This writing constitutes the sole and exclusive agreement of the Parties regarding the subject matter addressed herein and shall not be amended except by a writing executed by all Parties.

Section 9. Non-Waiver. A waiver by Redmond of any provision of this Agreement or any time limitation provided for herein shall not constitute a waiver of any other provision.

Section 10. Applicable Law and Venue. The laws of the State of Washington shall govern this Agreement. Any lawsuit arising out of this Agreement or the work performed hereunder shall be brought in the Superior Court for King County, Washington.

Section 11. Notices. Notices to Redmond shall be sent to the following address:

Redmond Fire Department
8450 161st Avenue N.E.
Redmond, WA 98052

Notices to the Contractor shall be sent to the following address:

Adrian Whorton M.D.
4533 West Laurel Drive NE
Seattle, WA 98105

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. Mail, with proper postage and properly addressed.

CITY OF REDMOND

By: _____ Date _____
Rosemarie Ives, Mayor

CONTRACTOR:

_____ Date _____
Adrian Whorton, MD

ATTEST/AUTHENTICATED:

_____ Date _____
City Clerk

APPROVED AS TO FORM:

_____ Date _____
City Attorney